

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Plaintiff,

WAREHOUSE SOLUTIONS INC. d/b/a
INTELLIGENT AUDIT

vs.

Defendants,

CHRISTOPHER COLOMB and ENVISTA, LLC

CIVIL ACTION NO. 2:21-cv-08942-KM-CLW

**ANSWER, SEPARATE DEFENSES,
REQUEST FOR DISCOVERY,
DESIGNATION OF TRIAL COUNSEL, JURY
DEMAND, REQUEST FOR STATEMENT OF
DAMAGES**

ELECTRONICALLY FILED

Defendant Christopher Colomb, by way of Answer to Plaintiff's Complaint, says:

THE PARTIES

1. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.
2. This Defendant admits the allegations contained in this paragraph.
3. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

JURISDICTION AND VENUE

4. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.
5. The allegations contained in this paragraph call for a legal conclusion and are therefore denied by this Defendant.
6. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.
7. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.
8. The allegations contained in this paragraph call for a legal conclusion and are therefore denied by this Defendant.

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9. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

10. The allegations contained in this paragraph call for a legal conclusion and are therefore denied by this Defendant.

11. The agreement between Intelligent Audit and this Defendant is a writing that speaks for itself. To the extent a response is required, this Defendant admits the allegations contained in this paragraph.

STATEMENT OF FACTS

I. Background on Intelligent Audit and its Business

12. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

13. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

14. This Defendant denies the allegations contained in this paragraph.

15. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

II. Colomb's Employment with Intelligent Audit

16. This Defendant admits the allegations contained in this paragraph.

17. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

18. This Defendant denies the allegations contained in this paragraph.

19. This Defendant denies the allegations contained in this paragraph.

20. This Defendant denies the allegations contained in this paragraph.

III. The Agreement Between Intelligent Audit and Colomb

21. The agreement between Intelligent Audit and this Defendant is a writing that speaks for itself. To the extent a response is required, this Defendant denies the allegations contained in this paragraph as they relate to the reason this Defendant entered into an agreement with Intelligent Audit.

22. This Defendant admits the allegations contained in this paragraph.

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23. This Defendant admits the allegations contained in this paragraph.

24. The agreement between Intelligent Audit and this Defendant is a writing that speaks for itself. To the extent a response is required, this Defendant denies the allegations contained in this paragraph.

25. The agreement between Intelligent Audit and this Defendant is a writing that speaks for itself. To the extent a response is required, this Defendant denies the allegations contained in this paragraph.

26. The agreement between Intelligent Audit and this Defendant is a writing that speaks for itself. To the extent a response is required, this Defendant denies the allegations contained in this paragraph.

27. The agreement between Intelligent Audit and this Defendant is a writing that speaks for itself. To the extent a response is required, this Defendant admits the allegations contained in this paragraph.

28. The agreement between Intelligent Audit and this Defendant is a writing that speaks for itself. To the extent a response is required, this Defendant admits the allegations contained in this paragraph.

29. This Defendant admits the allegations contained in this paragraph.

30. This Defendant admits the allegations contained in this paragraph.

31. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

32. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

33. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

34. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

35. The Letter is a writing that speaks for itself. To the extent that a response is required, this Defendant admits that this Defendant did receive a letter dated March 30, 2021 and has insufficient knowledge to either admit or deny the remaining allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

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36. The Letter is a writing that speaks for itself. To the extent that a response is required, this Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

37. This Defendant admits the allegations contained in this paragraph.

38. This Defendant admits the allegations contained in this paragraph.

COUNT ONE
BREACH OF CONTRACT
(Against Chris Colomb)

39. This Defendant admits the allegations contained in this paragraph.

40. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

41. The allegations contained in this paragraph call for a legal conclusion and are therefore denied by this Defendant.

42. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

43. This Defendant denies the allegations contained in this paragraph.

44. This Defendant denies the allegations contained in this paragraph.

45. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

WHEREFORE, Defendant Chris Colomb demands judgment:

- A. Dismissing all claims and causes of action against this Defendant;
- B. Awarding counsel fees and costs of suit to this Defendant; and
- C. All other relief that this court may deem appropriate and equitable in the interest of justice.

COUNT TWO
TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS
(Against enVista, LLC)

46. This Defendant admits the allegations contained in the paragraph.

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47. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

48. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

49. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

50. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

51. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

52. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

53. This Defendant denies the allegations contained in this paragraph.

54. This Defendant denies the allegations contained in this paragraph.

55. This Defendant has insufficient knowledge to either admit or deny the allegations contained in this paragraph and therefore denies same, leaving Plaintiff to its proofs.

56. This Defendant denies the allegations contained in this paragraph.

WHEREFORE, Defendant Chris Colomb demands judgment:

- D. Dismissing all claims and causes of action against this Defendant;
- E. Awarding counsel fees and costs of suit to this Defendant; and
- F. All other relief that this court may deem appropriate and equitable in the interest of justice.

SEPARATE DEFENSES

FIRST SEPARATE DEFENSE

Any Non-Compete and/or Non-Solicitation Agreement entered into by this Defendant is invalid as against public policy.

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SECOND SEPARATE DEFENSE

Any Non-Compete and/or Non-Solicitation Agreement entered into by this Defendant is invalid as it imposes undue hardship on this Defendant.

THIRD SEPARATE DEFENSE

Any Non-Compete and/or Non-Solicitation Agreement entered into by this Defendant is invalid as it does not protect the legitimate interests of the Plaintiff.

FOURTH SEPARATE DEFENSE

Any Non-Compete and/or Non-Solicitation Agreement entered into by this Defendant is invalid as the scope of same is unreasonable.

FIFTH SEPARATE DEFENSE

Any Non-Compete and/or Non-Solicitation Agreement entered into by this Defendant is invalid as same is not reasonably limited in scope of activity.

SIXTH SEPARATE DEFENSE

Any Non-Compete and/or Non-Solicitation Agreement entered into by this Defendant is invalid as same is not reasonably limited in time.

SEVENTH SEPARATE DEFENSE

Any Non-Compete and/or Non-Solicitation Agreement entered into by this Defendant is invalid as same is not reasonably limited in area.

EIGHTH SEPARATE DEFENSE

If Plaintiff suffered damages, the same were caused by Plaintiff's sole negligence.

NINTH SEPARATE DEFENSE

If Plaintiff suffered damages, the same were caused by third persons over whom this Defendant had no control.

TENTH SEPARATE DEFENSE

Plaintiff's Complaint fails to state a cause of action upon which relief can be granted.

ELEVENTH SEPARATE DEFENSE

Plaintiff's cause of action is barred by the applicable Statute of Limitations and/or Repose.

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TWELFTH SEPARATE DEFENSE

This Defendant did not violate any duty owed to Plaintiff under common law, statute, regulations or standards.

THIRTEENTH SEPARATE DEFENSE

The conduct of this Defendant was not the proximate cause of Plaintiff's alleged damages.

FOURTEENTH SEPARATE DEFENSE

The alleged damages complained of were due to unavoidable circumstances and causes beyond the control or fault of this Defendant.

FIFTEENTH SEPARATE DEFENSE

Plaintiff breached the contract with this Defendant and is barred from any damages claimed.

SIXTEENTH SEPARATE DEFENSE

Plaintiff failed to comply with the specific provisions of the contract and is barred from pursuing any claim for damages sought.

SEVENTEENTH SEPARATE DEFENSE

The contract under which Plaintiff sues is voidable by the Doctrine of Mutual Mistake of Fact.

EIGHTEENTH SEPARATE DEFENSE

The contract under which Plaintiff sues is barred by the contract violation of public policy.

NINETEENTH SEPARATE DEFENSE

Plaintiff's Complaint is barred in whole or in part by reason of the unconscionable contract.

TWENTIETH SEPARATE DEFENSE

Any and all alleged damages sustained by Plaintiff, if any, were the result of its own conduct, actions and/or omissions.

TWENTY-FIRST SEPARATE DEFENSE

Any and all alleged damages sustained by Plaintiff, if any, were the result of actions and/or omissions of persons and/or entities for whom this Defendant is not responsible or liable.

TWENTY-SECOND SEPARATE DEFENSE

Plaintiff has failed to mitigate its damages, if any.

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TWENTY-THIRD SEPARATE DEFENSE

This Defendant acted in good faith, without malice, and with the reasonable belief that his actions were reasonable under the existing facts and circumstances.

TWENTY-FOURTH SEPARATE DEFENSE

Pursuant to N.J.S.A. 2A:15-59.1, this matter is a frivolous suit and this Defendant should be entitled to damages for defending same.

TWENTY-FIFTH SEPARATE DEFENSE

Plaintiff's Complaint is barred by the Doctrine of Laches and Estoppel.

TWENTY-SIXTH SEPARATE DEFENSE

Plaintiff's Complaint is barred by the Doctrine of Unclean Hands.

TWENTY-SEVENTH SEPARATE DEFENSE

Plaintiff's Complaint is barred by the Doctrine of Waiver.

TWENTY-EIGHTH SEPARATE DEFENSE

This Defendant denies that Plaintiff has suffered any losses or damages; in any event, any losses or damages sustained by Plaintiff are de minimis, remote, speculative, and/or transient and, hence, are not cognizable at law.

TWENTY-NINTH SEPARATE DEFENSE

Plaintiff's cause of action should be dismissed in the State of New Jersey based on the Doctrine of Forum non Conveniens.

THIRTIETH SEPARATE DEFENSE

The Court lacks jurisdiction over the person of this Defendant.

THIRTY-FIRST SEPARATE DEFENSE

The Court lacks jurisdiction over the subject matter of this action.

THIRTY-SECOND SEPARATE DEFENSE

Venue of this action is improper and this Defendant reserves the right to move for transfer.

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REQUEST FOR DISCOVERY

PLEASE TAKE NOTICE that demand is hereby made of Plaintiff for complete compliance with Rule 26, for all discovery items/documentation.

DESIGNATION OF TRIAL COUNSEL

Be advised that **Robert G. Kenny, Esq.** has been designated as trial counsel on behalf of Defendant Christopher Colomb in the above-captioned matter.

JURY DEMAND

Defendant Christopher Colomb hereby demands a trial by jury in accordance with Federal Rule of Civil Procedure 38.

REQUEST FOR STATEMENT OF DAMAGES

PLEASE TAKE NOTICE that in accordance with Local Civil Rule 8.1, the undersigned requests that within ten (10) days of service hereof upon you, you serve upon us a written statement of the amount of damages claimed in this action against this Defendant, and against all defendants, if these amounts differ.

CERTIFICATION OF PERSONAL IDENTIFIERS

In accordance with Rule 5.2 and District Court of New Jersey Electronic Case Filing Policy and Procedure 17, I hereby certify that no confidential personal identifiers are contained in the papers now being submitted to the Court.

CERTIFICATION OF OTHER PROCEEDINGS

I hereby certify that the matter in controversy is not the subject of any other civil action or arbitration proceeding, now or contemplated, and that at this time no other parties should be joined in this action.

HOAGLAND, LONGO, MORAN, DUNST & DOUKAS, LLP
Attorneys for Defendant Christopher Colomb

By: 
ROBERT G. KENNY

Dated: June 18, 2021

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PROOF OF MAILING

I, **Robert G. Kenny, Esq.**, hereby certify that on this date that I served via electronic filing, a true and accurate copy of the within Answer to Plaintiff's Complaint on behalf of Defendant Christopher Colomb to the following:

Mr. William T. Walsh
Clerk, United States District Court
Martin Luther King, Jr. Federal Building and US Courthouse
50 Walnut Street
Newark, NJ 07102

I hereby certify that on this date that I served via electronic mail, a true and accurate copy of the within Answer to Plaintiff's Complaint on behalf of Defendant Christopher Colomb to the following:

John Vales, Esq.
Dentons US, LLP
101 JFK Parkway
Short Hills, NJ 07078
Attorney(s) for Defendant
en Vista, LLC

James Boyan, III, Esq.
Pashman Stein Walder Hayden, P.C.
Court Plaza South
21 Main Street, Suite 200
Hackensack, NJ 07601
Attorney(s) for Plaintiff
Warehouse Solutions, Inc. d/b/a Intelligent Audit

I certify that the foregoing statements made by me are true. I am aware that if any of the statements made by me are willfully false, I am subject to punishment.

HOAGLAND, LONGO, MORAN, DUNST & DOUKAS, LLP
Attorneys for Defendant Christopher Colomb

By: 
ROBERT G. KENNY

Dated: June 18, 2021

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